

FILED

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

JUL 17 2012

Clerk, U. S. District Court
Eastern District of Tennessee
At Knoxville

**MELROSE PLACE TENNESSEE
GENERAL PARTNERSHIP,**

Plaintiff

v.

HANOVER INSURANCE COMPANY,

Defendant

Case No. 3:12-CV-363

Phillips/Shirley

NOTICE OF REMOVAL

NOW INTO COURT, through undersigned counsel, comes defendant, The Hanover Insurance Company (hereinafter "Hanover"), and pursuant to 28 U.S.C. §§1332, 1441, and 1446, and with a full reservation of all rights and defenses, hereby removes the action styled "*Melrose Place Tennessee General Partnership v. Hanover Insurance Company*," No. 2-300-12, from the Circuit Court of Knox County, Tennessee, to the United States District Court for the Eastern District of Tennessee. This Court has subject matter jurisdiction in as much as this involves: a controversy wholly between citizens of different states and the amount in controversy exceeds the sum of \$75,000.00 exclusive of interest and costs. Hanover respectfully submits as follows:

THE NOTICE OF REMOVAL IS TIMELY

1.

Plaintiff, Melrose Place Tennessee General Partnership ("Plaintiff"), filed a Complaint for damages ("Complaint") entitled "*Melrose Place Tennessee General Partnership v. Hanover Insurance Company*," No. 2-300-12 on June 12, 2012, in the Circuit Court for Knox County, Tennessee, which is in the Eastern District of Tennessee.

2.

Hanover was served with process through the Department of Commerce and Insurance on June 19, 2012.

3.

The Notice of Removal is being filed within thirty (30) days after Hanover was served with Plaintiff's Complaint and less than one (1) year after commencement of the action. Additionally, there is no other defendant in this action. Accordingly, the Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b).

THE PARTIES ARE CITIZENS OF DIFFERENT STATES

4.

Upon information and belief, at the time Plaintiff filed its complaint and Hanover filed its Notice of Removal, Plaintiff was and is a general partnership organized under the laws of Tennessee with its principal place of business in Tennessee.

5.

At the time Plaintiff filed its Complaint and Hanover filed its Notice of Removal, Hanover was and is a New Hampshire corporation with its principal place of business in Massachusetts.

6.

Accordingly, there is complete diversity of citizenship between Plaintiff and Hanover.

**THE AMOUNT IN CONTROVERSY EXCEEDS \$75,000.00
EXCLUSIVE OF INTEREST AND COSTS**

7.

The Complaint seeks coverage under Hanover policy number OZA-6852683-01 ("Policy") for physical loss and damage to the insured premises. Plaintiff also seeks recovery of extra-contractual damages, under the bad faith statutes of Tennessee.

8.

Plaintiff alleges that physical loss and damage to the insured premises total approximately \$200,000.00. Additionally, Plaintiff's claim for extra-contractual damages and attorneys' fees as a result of Hanover's alleged liability, under the bad faith statutes of Tennessee clearly demonstrate that the amount in controversy can be expected by the preponderance of the evidence, or with reasonable certainty, to exceed \$75,000.00, although Hanover expressly denies liability to Plaintiff for any amount.

JURISDICTION

9.

The above-described action is one over which this Honorable Court has original jurisdiction pursuant to 28 U.S.C. §1332, as the controversy is wholly between citizens of different states and the amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs. Therefore, in accord with 28 U.S.C. § 1441, this case may be removed to the United States District Court for the Eastern District of Tennessee.

10.

Pursuant to 28 U.S.C. § 1446(a), a copy of all process, pleadings, and orders which have been served on Hanover are hereby attached to this Notice of Removal, along with the entirety of the State Court record. See Exhibit "A."

11.

Concurrent with the filing of the Notice of Removal, written notice is being given to all parties, and a copy of this Notice of Removal is being filed with the Clerk of Court for the Circuit Court of Knox County, Tennessee.

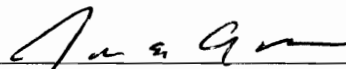
WHEREFORE, defendant, The Hanover Insurance Company, prays that this, its Notice of Removal, be deemed good and sufficient and that this aforesaid Complaint be removed from

the Circuit Court for Knox County, Tennessee, and that this Honorable Court enter such orders and issue such process as may be proper to bring before it copies of all records and pleadings in such civil action from such state court, and thereupon proceed with the civil action as if it had been commenced originally in this Honorable Court.

Respectfully submitted,

DICKINSON WRIGHT PLLC

BY:


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ATTORNEYS FOR DEFENDANT,
THE HANOVER INSURANCE COMPANY

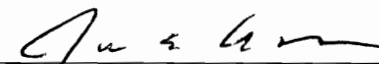
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served via U.S.

Mail, postage prepaid, to.

C. Paul Harrison, Esq.
Long, Ragsdale & Waters, P.C.
1111 Northshore Drive, Suite S-700
Knoxville, Tennessee 37919-4074

Dated: July 16, 2012.


John E. Anderson, Sr.

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